Raffle Rules and Disclosure Statements

- The raffle for Rotary 5810 ("Rotary 5810") begins on July 1, 2014 and ends on December 31, 2014 ("Raffle Period"). The Raffle is conducted by Rotary International District 5810, 3736 Interlaken Dr., Plano, TX 75075. The Official Rules of the Raffle are set forth herein. By entering the Raffle, Participants agree to be fully and unconditionally bound by these Official Rules, waive any right to claim ambiguity in the Raffle or these Official Rules, and further agree to be bound by Rotary 5810's decisions and interpretation of these Official Rules.
- 2. Void where prohibited by law.
- 3. Eligibility. The Raffle is open to all persons age 18 and older.
- 4. Each ticket will cost \$100.00 for one entry. More than one person may share in the raffle ticket purchase. Prizes will not be issued to anyone other than the Entrant(s) whose name is on the ticket stub.
- 5. A person or entity may purchase a maximum of 10 tickets. 1,500 tickets will be sold.
- 6. Each numbered Raffle ticket stub will be placed in the Raffle ticket container.
- 7. Online: Tickets may be purchased via our secure electronic commerce server at www.rotary5810.org.
- 8. By Mail: Download the Official Raffle entry form ("Ticket Stub") and complete legibly at www.rotary5810.org all information requested on the Entry Form, including the number of Tickets you would like to purchase, and enclose payment for one hundred (\$100.00) for each entry. During the Raffle Period, mail the completed form and payment to: Rotary International District 5810, 3736 Interlaken Dr., Plano, TX 75075 or call 214-552-1509 and receive your requested purchased Ticket Stub via email and/or U.S. regular mail.
- 9. By Telephone: 214-552-1509 and provide the information requested by the operator to order Tickets.
- 10. Phone and on-line entries with payment must be received no later than December 31, 2014.
- 11. Mailed in Entry Form(s) and payment(s) must be postmarked no later than December 24, 2014 and must be received by Rotary 5810 no later than 7 days later. All mailed entries received after December 31, 2014 will be returned to the person mailing the entry and not entered in the drawing.
- 12. All entries must include payment by check, cashier's check, money order, or credit card. For credit card purchases, the Entrants must provide the full name, billing address and telephone number of the cardholder and the credit card number, expiration date, and three - digit personal security code. All credit card purchases will be charged a processing fee of \$3.00 per transaction.
- 13. Once an Entrant's order is processed, Rotary 5810 will email or mail via U.S. postal carrier a receipt (ticket stub) which will include a Ticket number(s) to the name and

address provided on the Entry Form or to the operator. All final transactions will be processed in the United Sates.

- 14. Rotary 5810 will be responsible for maintaining control and security of all of the Raffle ticket stubs. An individual not connected to Rotary will draw the winning tickets at the place and time designated. Such individual shall, by public certification under oath at the time of the drawing, certify that all Raffle tickets purchased have their stub in the container of stubs where the winning Raffle ticket will be drawn.
- 15. The public drawing will be on December 31, 2015 and will be official after the committee has determined that all eligibility requirements have been met.
- 16. Drawing Location. Will be held in a public place determined by the District Governor of Rotary 5810.
- 17. Drawing Times: Will be at 3:00 p.m. You may attend the drawing. Please plan to arrive at approximately one hour prior to the drawing time.
- 18. You need not be present to win.
- 19. The winner will be notified by phone on January 2, 2015.
- 20. Prizes Winner will receive their choice of the following:
  - a. Super Bowl Package
    - i. Four nights at the AAA 4-Diamond Arizona Biltmore Resort, Jan. 29th Feb. 2nd
    - ii. Hotel Taxes
    - iii. (2) First Class Airfare to/from Phoenix from Dallas DFW Airport
    - iv. Avis four day full size car rental (not including taxes, applicable parking or misc. fees)
    - v. Official Super Bowl Program
    - vi. Tickets to the NFL Experience
    - vii. Club Level 20-50 yard line Super Bowl Tickets
    - viii. Private Transfers to/from the game
  - b. World Series Package
    - i. Three nights at a 4-Daimond Hotel
    - ii. Hotel taxes
    - iii. (2) First Class Airfare to/from participating city from Dallas DFW Airport
    - iv. Avis three day full size car rental not including taxes, misc. fees or applicable parking
    - v. Lower Level Infield Tickets to 2 Games in one city of the World Series
    - vi. Private Transfers to/from both games
    - vii. Official World Series Program
  - c. Masters Golf Package
    - i. Five nights at the Sheraton Augusta Hotel, April  $8^{\rm th}-13^{\rm th}$  , located 1 mile from Augusta National
    - ii. Avis five day full size car rental, not including taxes, misc. fees or applicable parking
    - iii. (2) First Class Airfare to/from Augusta (First Class to Atlanta, then coach on Regional Jet to Augusta)
    - iv. Official Masters Program

- v. (2) Masters 4-Day Tournament Ground Badges, Thursday Sunday
- vi. Thursday through Sunday Masters Hospitality at The 1018 Club\*
- vii. Private Transfers to/from The 1018 Club and Course each day

\* The 1018 Club includes Valet Parking, Deluxe Made to Order Breakfast, Lunch and Heavy Hors d'oeuvres, All Beverages including premium Liquor, Beer and Wine, Complimentary Cigars, Secure Lockers and Valet, Massage Therapists and Live Entertainment select days and times and much more!

- d. Kentucky Derby Package
  - i. Four nights at the Marriott Downtown Louisville, April 30<sup>th</sup> May 3rd, Concierge Level Room
  - ii. Hotel taxes
  - iii. Avis three day full size car rental, not including taxes, miscellaneous fees or applicable parking
  - iv. Daily Breakfast
  - v. Thursday choice of Horse Farm tour, Bourbon Distillery Tour or Combo Tour
  - vi. Transfers to/from Churchill Downs on Friday & Saturday
  - vii. Millionaires Row Tickets to the Kentucky Oaks on Friday
  - viii. Millionaires Row Tickets to the Kentucky Derby on Saturday
- 21. Notification. Prize Winner will be notified by Phone, U.S. Mail and Email. If the Prize Winner cannot be located within fifteen (15) calendar days after the drawing, the winner will be deemed to have forfeited his/her prize and another winner will be selected for the Grand Prize. The Winner will be posted approximately 48 hours after the final drawing and may be obtained by visiting www.rotary5810.org.
- 22. Selected Prize Winner may be asked to send an affidavit of eligibility/liability/publicity release ("Release"). Prize Winner must provide all information requested to be eligible to win, including proof of age, proof of identity showing that the person claiming the prize is the same Winner named on the winning Ticket and the winning Ticket stub. Unless restricted by law, the Winner will be required to complete and return the Release within fifteen (15) days of prize notification. Winner grants permission for the use of their names, photographs/likenesses for advertising and promotion for this and similar promotions without compensation, unless prohibited by law.
- 23. The Prizes are provided "as is" condition with no guarantees or warranties from Rotary 5810. The winner is subject to relevant federal, state and local taxes and other expenses. All taxes and other transfer fees in connection with any Prize are the sole responsibility of the Prize Winner. The IRS has decided that amounts paid for chances in raffles, lotteries, or similar drawings for prizes are not gifts, and do not qualify as tax deductible charitable contributions.
- 24. This is not a tax deductible contribution.
- 25. The Raffle is subject to all applicable federal, state, and local laws and regulations, and is void wherever prohibited or restricted by law.
- 26. In the event that the raffle is cancelled because of insufficient ticket sales, Rotary 5810 reserves all rights to refund all monies.

- 27. If the Raffle is cancelled because of insufficient ticket sales, refund to the purchaser of a ticket will be made as stated below.
- 28. Purchaser(s) will be refunded the price of the chance automatically upon cancellation of the raffle. Refunds will be by check for tickets purchased by check or cash to the address of the purchaser listed on the ticket stub. For purchases made by credit card, the refund will be a credit back to the credit card of the cardholder purchasing the tickets.
- 29. Proceeds from the Raffle will benefit The Rotary Foundation and its ongoing charitable purposes. Contributions to The Rotary Foundation will be in the name of Rotarians purchasing tickets. The amount credited to each Rotarians account will be determined by dividing the total contributed by the number of tickets purchased by Rotarians. The maximum credit to a Rotarians account shall be the total amount paid for tickets purchased.
  - a. Example of Net Proceeds distribution –

Gross Proceeds Less Expenses Net Proceeds	\$ \$	150,000 (20,000) 130,000	_		
			=		
Tickets Sold -		#	Amount		
Rotarians		1,200	\$	120,000	
Non-Rotarians		300	\$	30,000	_
Total		1,500		150,000	=
Distribution-			(Lim	nited to amo	unt of
Individual Rotarian's accounts	\$	120,000	•	ets Sold)	
Club accounts (pro-rata)	\$	10,000	_		
	\$	130,000	_		

- 30. Odds of winning depend on the total number of Raffle Tickets sold. Odds of winning depend on number of eligible entries received.
- 31. General Conditions. The Raffle is subject to these Official Rules. These Official Rules shall not be changed by any oral statement made by any employee or other person acting on behalf of Rotary 5810 By participating, Entrants agree: (i) to be bound by these complete Official Rules and the decisions of Rotary 5810 which shall be final and binding; and (ii) to waive any right to claim ambiguity in the Raffle or these Official Rules, except where prohibited by law. By accepting a Prize, Winner agrees to release Rotary 5810, its officers, directors, employees, representatives and agents, and any person or entity associated with the production, judging, or administration of the Raffle (collectively, the " Releases ") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind

resulting in whole or in part, directly or indirectly, from redemption, acceptance, possession, ownership, misuse or use of any prize or participation in any Raffle - related activity or participation in this Raffle. Except where prohibited by law, the Winner of the Raffle Ticket and acceptance of the Grand Prize constitutes permission for Rotary 5810 to use said Winner's name, photograph, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with this Raffle on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation. All Federal, State and Local Taxes associated with receipt or use of the Grand Prize, including without limitation all applicable sales, use, luxury, income and special taxes are the sole responsibility of the winner. Winner must claim prize with Rotary 5810, and sign and deliver a completed W - 9 Form at the time of settlement. Rotary 5810, reserves the right to disqualify false entries or entries suspected of being false, and any illegible, defective, incomplete or physically altered entry form and entries that do not include valid or complete payment. Rotary 5810 is not responsible for printing errors in any drawing-related material, or for lost, late, misdirected or non-delivered mail, or any other failure to receive orders or delivery receipts prior to the drawing deadline. All sales are final unless otherwise specified in these official rules. Rotary 5810 will reject any drawing ticket request if the check or credit card payment is not honored or is returned due to insufficient funds or any other reason prior and not remedied within (7) days before the drawing. Correction of any such return or non-payment is the sole responsibility of the ticket purchaser. All entries become the property of Rotary 5810, and will not be returned. Rotary 5810 reserves the right to disqualify any entrant if it finds to be tampering with the entry process or the operation of the Raffle or violating these Official Rules, and reserves the right to cancel the Raffle should it suspect fraud or for reasons out of the control of Rotary 5810 SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE A WARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

- 32. The Luxury Sports Vacation prize packages listed above were put together by Golden Sports Tours in the normal course of their business. Golden Sports Tours is owned by Stephen Parry, a member of the Plano Metro Rotary Club.
- 33. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE RAFFLE. SHOULD SUCH AN ATTEMPT BE MADE, ROTARY DISTRICT 5810 RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.